

# **SOUTH CAROLINA REFERENCE NETWORK AGREEMENT**

## **Subscription Account**

This South Carolina Virtual Reference System Agreement (the "Agreement") is made and entered into by \_\_\_\_\_ [individual, public sector entity representative or company representative], representing \_\_\_\_\_ [company, public sector entity, or "self"], herein referred to as (the "Subscriber") and the South Carolina Geodetic Survey (SCGS) herein referred to as (the "Provider"), acting by and through The South Carolina Budget and Control Board, Office of Research and Statistics. The Subscriber and the Provider are sometimes referred to individually as the "Party" and collectively as the "Parties."

### 1 RECITALS

- A. Using data from the satellites owned by the United States of America, global positioning system ("GPS") and Russia, global navigation satellite system ("GLONASS"), the complete global navigation satellite system ("GNSS") can provide efficient methods for surveying and mapping activities related to utility, transportation and other public capital improvement projects. The speed and accuracy of such technology can be enhanced by linking GNSS continuously operating reference stations ("CORS") to a central processing center ("CPC") in a real-time GNSS network ("South Carolina Virtual Reference System" or "SCVRS"). Each CORS will transmit via the Internet GNSS satellite data to the CPC for processing, distribution of real-time positioning corrections to members of the SCVRS and other authorized users, archiving and posting on a web page application.
- B. The SCVRS was created through a cooperative agreement between the SCGS and the SC Department of Transportation (SCDOT) that will operate CORS within the State of South Carolina. The SCVRS eliminates duplication of equipment, software and operational expenditures, while providing greater coverage and accuracy of real time positioning solutions and data from each CORS. Users of the network services with access accounts under agreement with the Provider for an annual fee are known as "Subscribers".
- C. Each party has determined that cost savings and other public benefits can be achieved if the applying above named party becomes a subscriber of the SCVRS NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

## 2 AGREEMENT

### **1. CENTRAL PROCESSING CENTER (CPC)**

1.1 The Provider shall own and be responsible, at its expense, for all aspects of the operation and maintenance of the CPC, including without limitation servers, GPSNet and other software necessary for the CPC to accomplish its tasks as set forth in this section 1.

1.2 Based on data streams received from a network of CORS, the CPC shall send system information and real-time corrections via cellular connections to the Subscriber's mobile devices for positioning, locating and navigating with satellites of the GNSS.

1.3 The Provider shall operate and maintain a web application to display the system status, data generated by GPSNet software for notification of system status, availability, component quality, static data files and general information.

1.4 The Provider will provide telephonic Help Desk services, from Monday through Friday, 9:00 a.m. to 3:00 p.m., but only to troubleshoot connections to the CPC servers. The Help Desk will not answer questions concerning Subscriber's hardware or software, surveying or other field data collection methods, commercial cellular connections, or system status or monitoring report data that is otherwise available from the web application.

1.5 The Provider shall provide centralized data logging and archiving, access to CORS logged data files, access to real-time corrections via wireless technology and system monitoring for the SCVRS.

1.6 The services to be provided by the Provider and described in this section 1 are referred to as the "SCVRS Services."

### **2. CPC ACCESS**

2.1 For the duration of this Agreement, the Subscriber shall have unlimited access via the number of accounts to be invoiced for per attached application form; provided, that such accounts shall only be used by the individual Subscriber, their company, or public sector entity (if Subscriber represents a public sector entity) unless otherwise permissible as specified in section 2.4.

2.2 An authorized account user shall access SCVRS Services only via authenticated login and password provided under signed agreements with the Provider. Authentication will be achieved by using the public domain Ntrip protocol (Networked Transport of RTCM via Internet Protocol).

2.3 The subscriber shall be responsible for the purchase, installation, maintenance, ownership and operation of all equipment needed to use SCVRS Services, including without limitation the Ntrip protocol.

2.4 The Subscriber shall not transfer access to any of its accounts to any person or entity not an employee of the subscriber's company or public sector entity. In the case of public sector subscribers, a contractor or consultant under contract with said public sector entity may use the account only per the provisions in sections 2.4.1 and 2.4.2.

2.4.1 If the public sector Subscriber wishes to have one of its

consultants or contractors access one of its accounts, the public sector subscriber will provide prior written notification to the Provider, with the company name, postal and e-mail address, and phone number, as well as duration of access. Forty-eight hours after the end of the requested access time, the Provider will change the login and password for that account.

2.4.2 If access actually is needed for a shorter period than estimated, the public sector subscriber will notify the Provider within 48 hours of the end of the access period, and the Provider will change the login and password for that account.

2.5 The Provider will monitor, log and enforce account usage.

2.6 **The password and login for a specific account shall not be used concurrently by more than one party for any SCVRS Services.**

2.7 The Subscriber shall notify the **Provider** of any use of any subscriber access account by an individual who is not an employee of their company or respective public sector entity.

### **3. MANAGEMENT; COMPENSATION**

3.1 Within 30 days of complete execution of this Agreement, the subscriber shall pay in the amount of one of the following options (the subscriber will check and initial) as an annual fee for one year WSRN services:

\$600.00 for \_\_\_\_account(s)Initials\_\_\_\_

3.1.1 Subscribers who have subscribed to at least 5 or more accounts in section 3.1 also agree to participate in the research and outreach efforts of the SCVRS User Group. Such participation may include such activities as agreement to allow photographing of the subscribers field activities for the purposes of developing outreach materials, user testimonials, a report or other written feedback. Said outreach shall be in the amount of at least one suitable photo per year and/or one user report or one-page testimonial, or other documented feedback. Research participation may include provision of field observation results, particularly for observations made of NGS (National Geodetic Survey), or SCGS monuments and benchmarks, or other report(s) on aspects of network quality, positional integrity, accessibility or availability. Said research or outreach contributions will be submitted, digitally or in hard copy via mail or email to the Provider upon request during the subject year of subscription per this agreement.

3.2 Use of the network will commence for the remaining part of the scheduled one year period. The calendar year for subscription to use the SCVRS begins October 1 and ends September 30 of the following calendar year. The Subscriber will be invoiced for each subsequent year of service unless the Subscriber notifies in writing the intent to terminate service. The Subscriber will be notified of any changes in the annual fee prior to the end of each year for which the fee has been paid. The subscriber shall pay the Provider within 30 days of receipt of an annual invoice.

### **4. DURATION**

4.1 This agreement is effective upon signature by both Parties and shall remain in effect through each subsequent year for which the Subscribers pays the annual Subscriber fee.

4.2 The account access shall be opened upon receipt by the Provider

of a signed agreement and completed application form. The first year of service shall extend until the calendar date of 30 September. An invoice for each subsequent year shall be issued 30 days prior said anniversary date. The service year for each Subscriber, provided the invoice is paid no later than 5 October, shall continue through to subsequent anniversary dates.

— 4.3 Should there be a lapse in payment beyond 30 days of an invoice, the account will be temporarily closed.

## **5. NO WARRANTIES; LIMITATION OF LIABILITY**

5.1 Use of SCVRS Services is at the Subscriber's sole risk. The Provider provides SCVRS Services on an "as is" basis. By way of example and not of limitation, there is no representation or warranty that (a) SCVRS Services will be uninterrupted or error-free, (b) that the results obtained from using SCGS Services will be accurate, reliable, complete or current, or (c) of merchantability or fitness for a particular purpose. SCVRS Services and information related thereto are subject to change without prior notice.

5.2 The Provider, the Subscriber or SCVRS members are not liable for any damages arising out of or in connection with SCVRS Services, including without limitation mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, delays in operation or transmission or failures of the CORS. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

## **6. DISPUTE RESOLUTION**

In the event of a dispute between the Parties regarding this Agreement, the Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally within 30 days, the matter shall be decided by Subscriber and the Provider subject to any legal remedies the parties may have, including, but not limited to, mediation or litigation.

## **7. NOTICES**

All notices and invoices required in connection with this Agreement shall be in writing and deemed to have been duly given if personally delivered or sent by e-mail, fax, United States mail or overnight delivery service, each with proof of receipt, as indicated below or as otherwise indicated in writing by one Party to the other.

[Subscriber mailing address below]

South Carolina Geodetic Survey  
SC VRS Network  
5 Geology Road  
Columbia, SC 29212  
Fax: 803-896-7695

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E-mail:  
[matt.wellslager@scgs.sc.gov](mailto:matt.wellslager@scgs.sc.gov)

E-mail: \_\_\_\_\_

## 8. OTHER PROVISIONS

- 8.1 Nothing contained herein is intended to, nor shall be construed to, create any rights for any party not a signatory to this Agreement, or to form the basis for any liability on the part of the Provider, the Subscriber, or their officials, employees, agents, or representatives, or to any party not a signatory to this Agreement.
- 8.2 Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 8.3 If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.
- 8.4 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provision of this Agreement.
- 8.5 This Agreement, including Recitals (which by this reference are incorporated herein) contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 8.6 The provisions of this Agreement shall be construed as a whole according to their common meaning and consistent with the other provisions herein contained in order to achieve the objectives and purposes of this Agreement. Each party and its counsel (if the Party so desires) has reviewed and revised this Agreement. Each Party agrees that the usual rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

- 8.7 This Agreement may be amended only by an instrument in writing, duly executed by both Parties.
- 8.8 This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. Each party shall comply with all federal, state and local laws, rules and regulations, standards and executive orders, without limitation to those designated within this Agreement. Any action relating to this Agreement shall be brought in a South Carolina Court. Any changes in the governing laws, rules and regulations during the term of the Agreement shall apply but do not require an amendment.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date last written below.

[Sign] _____	[Sign] _____
[Print Name] _____	[Print Name] _____
[Title] _____	[Title] _____
South Carolina Geodetic Survey	[Representing] _____
Date _____	Date _____